

IN THE MATTER between **NTHC**, Applicant, and **KM**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5  
(the "Act");

AND IN THE MATTER of a hearing before **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**KM**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 28, 2019</b>
<b><u>Place of the Hearing:</u></b>	<b>Ulukhaktok, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>FG for the Applicant KM as the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>August 28, 2019</b>

### **REASONS FOR DECISION**

An application to a rental officer made by the UHA on behalf of the NTHC as the Applicant/Landlord against KM as the Respondent/Tenant was filed by the Rental Office July 3, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was personally served on the Respondent on August 14, 2019.

The Applicant claimed that the Respondent had rental arrears and had not met their obligation to pay their utilities. An order was sought for payment of rental arrears, termination and eviction.

A hearing was scheduled for August 21, 2019 and both parties were provided notice. Janice Laycock, Deputy Rental Officer appeared by telephone. FG appeared representing the Applicant. KM appeared as the Respondent.

#### *Tenancy Agreement*

Evidence was presented establishing a tenancy agreement for subsidized public housing between the parties starting on November 1, 2014 and continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act*.

#### *Rental Arrears*

The Lease Balance Statement provided by the Applicant and entered into evidence shows details of the charges and payments on this rental account during the period January 1, 2019 to June 1, 2019. During this time the subsidized rent was \$70 and two payments totalling \$100 were made. This statement includes an opening balance of \$737.27, and along with the charges and payments for January 2019 to June 2019 results in total arrears of \$1,175.07. Included in the arrears are two charges for tenant damages totalling \$117.80. The Respondent had no comments at the hearing about this claim, and was working with the Applicant to address the arrears.

During the hearing I determined that tenant damages of \$117.80 would not be considered as part of the arrears. Tenant damages were not part of the claim made by the Applicant in their application. Also, I requested further information on the charges and payments prior to January 1, 2019 in order to accurately calculate the rental arrears for this tenancy. I agreed to consider this information in making my decision if this could be provided promptly. This information was provided to the Rental Office by the Applicant just after the conclusion of the hearing and a copy was also provided to the Respondent.

The more detailed Lease Balance Statement provided after the hearing by the Applicant is for the period June 1, 2015 to August 1, 2019. Although this statement does not cover the entire period of the tenancy it does show that the Respondent had a positive balance of \$22.73 on April 13, 2017 and provides detail on the arrears that accumulated since then. According to this statement, the total arrears as of August 1, 2019 were \$1,115.07. However, after subtracting the tenant damage charges of \$117.80, the total rental arrears owed by the Respondent are now \$997.27.

I am satisfied that the Lease Balance Statement accurately reflects the current status of the Respondent's rental account. I find that the total rent owing by the Respondent is \$997.27.

#### *Breach of Obligation*

The Applicant testified that the Northwest Territories Power Corporation had made an error in disconnecting power to this rental unit. However, the evidence provided includes numerous notices from the Applicant to the Respondent that they had received power disconnect notices from the Power Corporation and reminding the Respondent of their obligation to pay the utilities. I find that the Respondent has breached their obligation to pay the utilities.

#### *Termination and Eviction*

Based on the willingness of the tenant to address their arrears and the information from the Power Corporation, the Applicant withdrew their request for termination and eviction.

*Orders*

An order will be issued:

- requiring the Respondent to pay rent owing in the amount of \$997.27 and to pay their rent on time in the future (p. 41(4)(a) and p. 41(4)(b));and
- requiring the Respondent to comply with their obligation to pay all utilities and not breach their obligation again (p.45(4)a and p.45(4)(b)).

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Janice Laycock  
Deputy Rental Officer